

liabilities, obligations, losses, damages, penalties, actions, judgments, suits, reasonable costs and expenses (including, without limitation, the reasonable fees and disbursements of counsel and other advisors) or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement and the Harnischfeger Security Documents, unless arising from the gross negligence or willful misconduct of such of the Trustees (or such other Person) as are seeking indemnification, including, without limitation, indemnification of the Trustee for liabilities of the Trustee for the net amount of taxes (after taking account of any deduction, credit or other tax reduction or benefit available by reason of the imposition of any such tax) in any jurisdiction to the extent the Trustee would not otherwise be subject to tax except by reason of its acting under this Agreement or any Harnischfeger Security Document (directly or through agents, separate trustees or co-trustees); provided that such indemnification for taxes (a) shall apply only (i) in respect of taxes attributable to the performance of the Trustee's obligations as Trustee hereunder or under any Harnischfeger Security Document and (ii) to the extent that the Trustee, using reasonable efforts, shall have been unable to avoid or minimize the same as contemplated by Section 5.11 (provided that unless the Trustee has acted with gross negligence or willful misconduct, (x) the Trustee shall